

In the United States Court of Federal Claims

OFFICE OF SPECIAL MASTERS

No. 13-781V

Filed: October 11, 2016

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KENNETH SCHULTHEIS,

*

UNPUBLISHED

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Petitioner,

*

Special Master Hamilton-Fieldman

*

v.

*

Joint Stipulation on Damages;

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Influenza (“Flu”) Vaccine; Tetanus

SECRETARY OF HEALTH

*

Vaccine; Chronic Inflammatory

AND HUMAN SERVICES,

*

Demyelinating Polyneuropathy

*

(“CIDP”); Guillain Barré Syndrome

Respondent.

*

(“GBS”).

* * * * *

Danielle A. Strait, Maglio Christopher & Toale, P.A., for Petitioner.

Michael P. Milmo, United States Department of Justice, Washington, DC, for Respondent.

DECISION¹

On October 8, 2013, Kenneth Schultheis (“Petitioner”) petitioned for compensation under the National Childhood Vaccine Injury Act of 1986, 42 U.S.C. §§ 300aa-1 to -34 (2012). Petitioner alleged that the administration of the Influenza (“Flu”) and/or Tetanus vaccines, on January 16, 2012, caused Moody to develop Guillain-Barré Syndrome (“GBS”) and Chronic Inflammatory Demyelinating Polyneuropathy (“CIDP”).

The parties recently filed a stipulation, stating that a decision should be entered awarding compensation. Respondent denies that the Flu or Tetanus vaccines are the cause of Petitioner’s

¹ Because this decision contains a reasoned explanation for the undersigned’s action in this case, the undersigned intends to post this ruling on the website of the United States Court of Federal Claims, in accordance with the purposes espoused in the E-Government Act of 2002. *See* 44 U.S.C. § 3501 (2012). Each party has 14 days within which to request redaction “of any information furnished by that party: (1) that is a trade secret or commercial or financial in substance and is privileged or confidential; or (2) that includes medical files or similar files, the disclosure of which would constitute a clearly unwarranted invasion of privacy.” Vaccine Rule 18(b).

alleged GBS, CIDP, or any other injury. Nevertheless, the parties agree to the joint stipulation, attached hereto as Appendix A. The undersigned finds the stipulation reasonable and adopts it as the decision of the Court in awarding damages, on the terms set forth therein.

The parties stipulate that Petitioner shall receive a “lump sum payment of \$1,382,471.81, which amount represents compensation for first year life care expenses (\$29,313.48), lost earnings (\$1,117,813.84), pain and suffering (\$225,000.00), and past unreimbursable expenses (\$10,344.49), in the form of a check payable to [P]etitioner.” Appendix A at 2. The parties also stipulate that Petitioner shall receive an “amount sufficient to purchase the annuity contract described in paragraph 10 below, paid to the life insurance company from which the annuity will be purchased.” *Id.*; see Appendix A at 3.

The undersigned approves the requested amount for Petitioner’s compensation. Accordingly, an award should be made consistent with the stipulation.

In the absence of a motion for review filed pursuant to RCFC Appendix B, the clerk of the court **SHALL ENTER JUDGMENT** in accordance with the terms of the parties’ stipulation.²

IT IS SO ORDERED.

s/ Lisa Hamilton-Fieldman
Lisa Hamilton-Fieldman
Special Master

² Entry of judgment is expedited by the parties’ joint filing of notice renouncing the right to seek review. Vaccine Rule 11(a).